

04-696

MEMORANDUM OF AGREEMENT

BETWEEN

UNITED STATES ARMY

AND

REPUBLIC OF KOREA ARMY

REGARDING

LIAISON OFFICERS

PREAMBLE

In furtherance of mutual cooperation, the United States Army and the Republic of Korea Army (each referred to herein individually as a "Party" and together as the "Parties") hereby agree to this Memorandum of Agreement (the "Agreement") regarding the assignment of individuals to serve as Liaison Officers between them.

ARTICLE I DEFINITIONS

In addition to any terms defined in other provisions of this Agreement, the following terms shall have the following meanings when used herein:

1.1 "Classified Information" means official information of a Party that requires protection in the interests of national security of such Party and is so designated by the application of security classification markings.

1.2 "Controlled Unclassified Information" means unclassified information of a Party to which access or distribution limitations have been applied in accordance with applicable national laws or regulations of such Party. Whether the information is provided or generated under an Agreement, the information shall be marked to identify the fact that it was disclosed "in confidence". The category of information could include information, which has been declassified, but remains controlled.

1.3 "Host Government" shall mean the national government of the Host Party.

1.4 "Host Party" shall mean the Party to which the Liaison Officer acts as a liaison pursuant to an assignment by a Parent Party under Article III.

1.5 "Liaison Officer" shall mean a military or civilian employee of the army of a Party who, pursuant to Article III of this Agreement, is assigned by such Party to act as its representative to the other Party in connection with the purposes described in Article II of this Agreement.

1.6 "Parent Government" means the national government of the Parent Party.

1.7 "Parent Party" means the Party that assigns a Liaison Officer pursuant to Article III.

ARTICLE II PURPOSE

The purpose of this Agreement is to establish terms for a formal liaison between the Parties concerning mutual cooperation and, subject to each Party's regulations, laws and international agreements concerning the sharing of information, to promote a better understanding between the Parties on issues of mutual interest and concern.

ARTICLE III SCOPE

During the term of this Agreement, subject to the agreement of the Parties, each Party shall have the right to assign a military or civilian employee of its army to serve as a Liaison Officer(s) to the other Party in accordance with the terms of this Agreement. The establishment of each Liaison Officer position under this Agreement shall be based upon the demonstrated need for and the mutual benefit of this position to the Parties. Once established, each Liaison Officer position shall be subject to periodic review by either Party to ensure that the position continues to be required by and is of mutual benefit to the Parties. The Parties agree that a Liaison Officer position no longer required by or of mutual benefit to either Party shall be subject to elimination. Commencement of such an assignment shall be subject to any requirements that may be imposed by the other Party or its government regarding formal certification or approval of foreign Liaison Officers. Unless otherwise agreed, the normal tour of duty for a Liaison Officer shall be two (2) years. An individual may serve as a Liaison Officer to only one major command of the U.S. Army at any point in time.

ARTICLE IV AUTHORIZED ACTIVITIES

4.1 The Liaison Officer shall represent the Parent Party to the Host Party. The Liaison Officer shall not perform duties reserved by the laws or regulations of the Host Government to officers or employees of the Host Government, nor shall the Liaison Officer provide any labor or services to the Host Government or any of its agencies, including the Host Party. The Liaison Officer(s) can be certified to facilitate current or pending bilateral cooperation (security assistance, mutual defense, co-development programs, co-production of materials) where a demonstrated or anticipated need for information

exchanges exists and the volume would require a liaison officer's presence on virtually a daily basis.

4.2 The Liaison Officer shall comply with all applicable Host Country policies, procedures, laws and regulations. The Host Party shall assign a contact officer to provide guidance to the Liaison Officer concerning requirements of the Host Party and to arrange for activities consistent with such requirements and the purposes of this Agreement.

4.3 The Liaison Officer may request access to Host Party facilities if such access promotes the purposes of this Agreement, is consistent with the terms of any applicable formal certification or approval issued by the Host Government, and is permitted under the applicable laws and regulations of the Host Government. Such requests shall be submitted to the contact officer described in Section 4.2. Approval of such requests shall be at the discretion of the Host Party. Any request for access that exceeds the terms of an applicable certification or approval shall be submitted through diplomatic channels.

4.4 The Liaison Officer shall not be granted access to information of the Host Party, whether or not classified, except as authorized by the Host Party, and only to the extent necessary to fulfill the Liaison Officer's functions hereunder.

4.5 All information to which the Liaison Officer is granted access while serving as a liaison to the Host Party shall be treated as information provided to the Parent Government, in confidence, and shall not be further released or disclosed by the Liaison Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Liaison Officer shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Article II.

4.6 The Liaison Officer shall not be assigned to locations where hostilities are likely. Should hostilities occur at a location where the Liaison Officer is assigned, the Host Party shall promptly remove the Liaison Officer to a location where direct or indirect involvement in such hostilities is unlikely.

4.7 The Liaison Officer shall not participate in exercises or civil-military actions unless expressly authorized to do so by both the Host and Parent Party.

4.8 The Liaison Officer shall comply with the dress regulations of the Parent Party but, if requested by the Host Party, shall also wear such identification, as may be necessary to identify

the Liaison Officer's nationality, rank and status as a Liaison Officer. The order of dress for any occasion shall be that which most closely conforms to the order of dress for the particular unit of the Host Party, which the Liaison Officer is serving. The Liaison Officer shall comply with the customs of the Host Party with respect to the wear of civilian clothing.

4.9 Prior to the commencement of a Liaison Officer's tour, the Parent Party shall notify the Host Party of the specific Parent Party organization which will exercise operational control over the Liaison Officer and, if different, the Parent Party organization that will provide administrative support to the Liaison Officer and the Liaison Officer's dependents.

4.10 At the end of a Liaison Officer's tour, or as otherwise agreed by the Parties, the Parent Party may replace the Liaison Officer with another individual who meets the requirements of this Agreement. Such replacement shall be subject to any certification or approval requirements imposed under the laws and regulations of the Host Party.

ARTICLE V QUALIFICATIONS AND STATUS

5.1 The Parent Party shall assign as Liaison Officers only individuals who (a) hold the rank of Major, or equivalent civilian grade, or higher, and (b) are eligible to obtain any necessary Host Country clearances.

5.2 The Host Party's certification or approval of an individual as a Liaison Officer shall not bestow diplomatic or other special privileges on that individual.

ARTICLE VI FINANCIAL ARRANGEMENTS

6.1 Except as expressly provided herein, the Parent Party shall bear all costs and expenses of the Liaison Officer, including, but not limited to:

6.1.1 All pay and allowances of the Liaison Officer;

6.1.2 Travel by the Liaison Officer and the Liaison Officer's dependents, including, but not limited to, travel to and from the country of the Host Party;

6.1.3 All subsistence costs and expenses of the Liaison Officer and the Liaison Officer's dependents within the Host

Party's country, except for travel and subsistence costs that are the responsibility of the Host Party pursuant to Section 6.2;

6.1.4 Compensation for loss of, or damage to, the personal property of the Liaison Officer, or the personal property of the Liaison Officer's dependents;

6.1.5 The movement of the household effects of the Liaison Officer and the Liaison Officer's dependents;

6.1.6 Preparation and shipment of remains; funeral expenses associated with the death of the Liaison Officer or his dependent(s);

6.1.7 Formal and informal training of the Liaison Officer, other than briefings on Host Country requirements provided by the contact officer; and

6.1.8 All expenses in connection with the return of a Liaison Officer whose assignment has been terminated, along with his or her dependents.

6.2 The Host Party shall provide such office facilities, supplies, services and equipment as may be necessary for the Liaison Officer to fulfill the purposes of this Agreement, subject to reimbursement by the Parent Party for the cost of the Liaison Officer's use of such facilities, supplies, services and equipment at rates determined by the Host Party. Where the United States is the Host Party, reimbursement for costs associated with support of Liaison Officer personnel in accordance with paragraph 6.2 of this Agreement shall commence in October 2003.

6.3 The obligations of each Party under this Agreement shall be subject to the authorization and availability of funds.

ARTICLE VII SECURITY

7.1 The Host Party shall establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information to the Liaison Officer will be permitted. The Host Party shall inform the Parent Party of the level of security clearance required to permit the Liaison Officer access to such information. The Liaison Officer's access to such information and facilities shall be consistent with, and limited by, the purposes of this Agreement (as expressed in Article II) and the provisions of this Article and any other agreement between the Parties or their governments concerning access to such information and facilities. Further, access shall at all times be limited to the minimum required to accomplish the purposes of this Agreement, and, at its discretion, the Host Party may prohibit the Liaison Officer's right to access to any Host Party facility or require that such access be supervised by Host Party personnel.

7.2 Each Party shall cause security assurances to be filed, through the Embassy of the Republic of Korea in Washington, D.C., in the case of Korean personnel, and through the U.S. Embassy in Seoul, in the case of United States personnel, stating the security clearances for the Liaison Officer being assigned by such Party. The security assurances shall be prepared and forwarded through prescribed channels in compliance with established Host Party procedures.

7.3 The Parent Party shall ensure that each assigned Liaison Officer is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), classified information and controlled unclassified information disclosed to the Liaison Officer. This obligation shall apply both during and after termination of an assignment as a Liaison Officer. Prior to taking up duties as a Liaison Officer, the Liaison Officer shall be required to sign the certification at Annex A. Only individuals who execute the certification shall be permitted to serve as Liaison Officers.

7.4 The Parent Party shall ensure that the Liaison Officer, at all times, complies with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by a Liaison Officer during his or her assignment shall be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party shall remove any Liaison Officer who violates security laws, regulations, or procedures during his or her assignment, or fails to display a

commitment to comply with such laws, rules, or procedures, with a view toward adverse action by the Parent Party.

7.5 All classified information made available to the Liaison Officer shall be considered to be classified information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for under the General Security Agreement (GSA) in force between the United States of America and Republic of Korea.

7.6 The Liaison Officer shall not take custody of classified information or controlled unclassified information in tangible form (for example, documents or electronic files), except as expressly permitted by the terms of the Host Party certification of the Liaison Officer, and as requested in writing by the Parent Government.

7.7 The obligations of the Liaison Officer and the Parent Party with respect to classified or controlled unclassified information disclosed by the Host Party in connection with this Agreement shall survive termination or expiration of this Agreement.

ARTICLE VIII TECHNICAL AND ADMINISTRATIVE MATTERS

8.1 The Host Party's certification or approval of an individual as a Liaison Officer shall not bestow diplomatic or other special privileges on that individual.

8.2 To the extent authorized by the laws and regulations of the Host Government, the Host Party shall provide such administrative support as is necessary for the Liaison Officer to fulfill the purposes of this Agreement, subject to reimbursement by the Parent Party.

8.3 Consistent with the laws and regulations of the Host Government and this Agreement, the Liaison Officer shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank and in comparable assignments. Nothing herein shall limit any exemption from taxes, customs or import duties, or similar charges available to the Liaison Officer or the Liaison Officer's dependents under applicable laws and regulations or any international agreement between the Host Government and the Parent Government.

8.4 The Parties shall agree upon working hours for the Liaison Officer that are consistent with the customs and requirements of both Parties. The Liaison Officer may observe the holiday schedule of either the Parent Party or the Host Party, as mutually agreed. The Liaison Officer's entitlement to passes,

leave and vacation shall be determined by the laws and regulations of the Parent Party, but the Parent Party shall ensure that the Host Party is informed as far in advance as possible of any absences of the Liaison Officer.

8.5 The Host Party shall provide medical and dental care to the Liaison Officer and the Liaison Officer's dependents at the Host Party's medical facilities, to the extent permitted by the laws and regulations of the Host Government. Any such care shall be subject to reimbursement to the extent required by such laws and regulations. The Parent Party shall ensure that the Liaison Officer and the Liaison Officer's dependents are physically fit prior to commencement of the Liaison Officer's tour of duty. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to the Liaison Officer and the Liaison Officer's dependents, and the costs of, and procedures for, use of such services.

8.6 If authorized by the laws and regulations of the Host Party, the Host Party shall extend to the Liaison Officer, and the Liaison Officer's dependents, the same purchasing and patronage privileges at military commissaries, exchanges, theaters and similar morale and welfare activities as are extended to equivalent personnel of the Host Party. This provision shall not, however, limit privileges set forth elsewhere in this Agreement or other privileges granted by the Host Party, at its discretion, with the consent of the Parent Party, nor require the Host Party to extend privileges that, under applicable law or regulations, are not available to the Liaison Officer or the Liaison Officer's dependents.

8.7 Consistent with the laws and regulations of the Host Government, and subject to reimbursement by the Parent Party, the Host Party shall provide, if available, housing and messing facilities for the Liaison Officer and the Liaison Officer's dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where housing and messing facilities are not provided by the Host Party, the Host Party shall use its reasonable efforts to assist the Parent Party locate such facilities for the Liaison Officer and the Liaison Officer's dependents. Nothing herein shall preclude the Liaison Officer from utilizing housing maintained by the Parent Party in the country of the Host Party pursuant to Stationing Agreements between the Host Government and the Parent Government.

8.8 Unless otherwise agreed by the Parties, the Liaison Officer shall reside within commuting distance from the Host Party unit or office with which the Liaison Officer is serving as a liaison.

8.9 The Parent Party shall ensure that the Liaison Officer and the Liaison Officer's dependents have all documentation required by the Host Government for entry into, and exit out of, the country of the Host Government at the time of such entry or exit. Unless exempted under applicable international agreement between the Parties, Liaison Officers shall be required to comply with United States customs regulations.

8.10 The Liaison Officer and the Liaison Officer's dependents shall not bring firearms of any kind into the country of the Host Party unless authorized to do so by the Host Government.

ARTICLE IX CLAIMS

9.1 Claims arising from the operation of this Agreement shall be governed by any agreement between the Parties concerning the status of their forces in the country of the Host Party. Claims, other than contractual claims, to which the provisions of any such agreement do not apply, shall be presented to the other Party for consideration under its applicable laws and regulations.

9.2 Claims, other than contractual claims, for damage, loss, injury, or death, arising out of an act or omission by a military member or civilian employee of the other Party's Department or Ministry of Defense, or out of an act or omission for which the other Party is legally responsible, shall be presented to the other Party for consideration under its applicable laws and regulations.

9.3 The Parent Party shall ensure that the Liaison Officer and those dependents accompanying the Liaison Officer in the country of the Host Party, shall obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the Host Government, or the political subdivision of the country of the Host Party in which the Liaison Officer is located. In the case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

9.4 Nothing herein shall be construed as limiting the liability of either Party to claims of third parties, such as individual military members or civilian employees of the Department or Ministry of Defense of either Party, or otherwise limiting the rights of any such individuals that might exist under applicable law.

ARTICLE X
DISCIPLINE AND REMOVAL

10.1 Except as provided in Section 10.3, neither the Host Party nor the armed forces of the Host Government may take disciplinary action against a Liaison Officer who commits an offense under the military laws or regulations of the Host Party, nor shall the Host Party exercise disciplinary powers over the Liaison Officer's dependents. The Parent Party, however, shall take such administrative or disciplinary action against the Liaison Officer, as may be appropriate under the circumstances, to ensure compliance with this Agreement, and the Parties shall cooperate in the investigation of any offenses under the laws or regulations of either Party.

10.2 No provision of this Agreement, nor any action by the Host Party under Section 10.3, shall limit the right of any civil authority in the Host Party's country (including the Host Government) to exercise criminal jurisdiction over the Liaison Officer or his or her dependents, nor affect any exemption or immunity from such jurisdiction that may be extended to the Liaison Officer and his or her dependents under the terms of another international agreement in effect between the Host Government and the Parent Government. The Host Party shall convey, on behalf of the Parent Party, to such civil authorities any request for a waiver of their right to exercise jurisdiction over the Liaison Officer or a dependent of the Liaison Officer and, if the Parent Party indicates that such waiver is of particular importance, will urge that sympathetic consideration be given to the Parent Party's request. The foregoing shall not limit any right that a Party may have with respect to such waivers under any applicable Status of Forces Agreement.

10.3 The Host Party may request to the Parent Party to withdrawal, modify, or curtail the certification or approval of a Liaison Officer at any time, not limited to, the violation of the regulations or laws of the Host Party or the Host Government. The Host Party shall provide a written explanation for its removal request.

10.4 A Liaison Officer shall not exercise disciplinary powers over military or civilian personnel of the Host Party.

**ARTICLE XI
SETTLEMENT OF DISPUTES**

Disputes arising under or relating to this Agreement shall be resolved only through consultations between the Parties and shall not be referred to an individual, national or international tribunal, or to any other forum for settlement, except as may be provided in any Status of Forces Agreement that may apply to the matter in dispute.

**ARTICLE XII
ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION**

12.1 All activities of the Parties under this Agreement shall be carried out in accordance with the applicable national laws and regulations of the Parties.

12.2 The Parent Party shall be responsible for ensuring that the Liaison Officer complies with all obligations and restrictions applicable to the Liaison Officer under this Agreement.

12.3 In the event of a conflict between an Article of this Agreement and any Annex to this Agreement, the Article shall control. In the event of a conflict between this Agreement and an applicable Status of Forces Agreement, the Status of Forces Agreement shall control.

12.4 Except as otherwise provided, this Agreement may be amended by the mutual written consent of the Parties.

12.5 This Agreement may be terminated at any time by written consent of both Parties. In the event both Parties consent to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure that termination is effected on the most economical and equitable terms.

12.6 Either Party may terminate this Agreement upon one hundred eight (180) days' written notification to the other Party. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action to effect termination on economical and equitable terms. In the event of such termination, the following rules apply:

12.6.1 The terminating Party shall continue participation, financial or otherwise, up to the effective date of termination.

12.6.2 Each Party shall pay the costs it incurs as a result of termination, including those costs for which it is obligated to reimburse the other Party under the terms of this Agreement.

12.6.3 All information received under the provisions of this Agreement, prior to its termination, shall be retained by the Parties, subject to the provisions of this Agreement.

12.7 The respective rights and responsibilities of the Parties under Article VII (Security) and Article IX (Claims) shall continue, notwithstanding the termination or expiration of this Agreement.

12.8 No later than the effective date of expiration or termination of this Agreement, each Party shall remove its Liaison Officer(s) and such Liaison Officer's(s') dependents from the territory of the other Party and pay any amounts that it is required to pay to the other Party under this Agreement. Any amounts for which a Party is responsible, but which were not billed in sufficient time to permit payment prior to termination or expiration of this Agreement, shall be paid promptly after such billing.

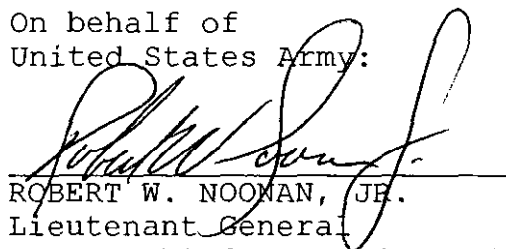
12.9 This Agreement supersedes the Agreement between the Headquarters, United States Army Training and Doctrine Command and the Republic of Korea Army Training Command concerning the establishment, tasks, and responsibilities of Army liaison elements.

12.10 This Agreement shall enter into force upon signature by both Parties and delivery, by the last party to sign, of a fully executed copy to the other Party. This Agreement shall remain in force for five (5) years and may be extended by written agreement of the Parties.

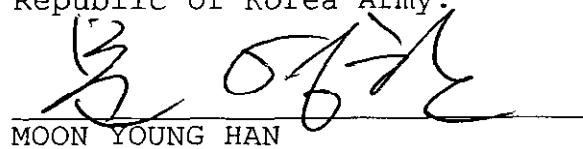
IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, has signed this Agreement.

Done at the Pentagon, Washington, DC this 5th day of September 2002, in the English and Korean languages, both texts being equally authentic.

On behalf of
United States Army:


ROBERT W. NOONAN, JR.
Lieutenant General
Deputy Chief of Staff, G-2

On behalf of
Republic of Korea Army:


MOON YOUNG HAN
Major General
Defense Attaché

ANNEX A TO MOA

SECTION I
LIAISON OFFICER
STATUS OF CERTIFICATION

As a representative of the Parent under the auspices of an Extended Visit Authorization to the (U.S. Army or Republic of Korea Army Organization), I understand I am required to adhere to the Parent Host federal, provincial, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the liaison officer position does not, in and of itself, bestow diplomatic or other special privileges.

SECTION II
LIAISON OFFICER
CONDITIONS OF CERTIFICATION

- (1) Responsibilities: I understand that my activities will be limited to the representational responsibilities of my government and that I am expected to present the views of my government with regard to the issues which my government and the Host have a mutual interest. I will not perform duties that are reserved by law or regulation to an officer or employee of the Parent Host Government.
- (2) Costs: I understand that costs associated with my duties as a Liaison Officer will be allocated as outlined in accordance with the MOA.
- (3) Extensions: I understand that if my government desires to request an extension of my position beyond the original dates for which I am certified, a new visit request will be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.
- (4) Contact Officer: I understand that when the certification process is completed, a contact officer(s) will be assigned to sponsor me during my visit to the (U.S. Army or Republic of Korea Army Organization). I further understand that I will coordinate, through my contact officer, all requests for information, visits, and other business, which fall under the terms of certification. I also understand that requests for information, which are beyond the terms of my certification, will be made through the Office of the Defense Attaché.
- (5) Other Visits: I understand that visits to facilities for which the purpose does not directly relate to the terms of certification will be made through the Office of the Defense Attaché.

(6) Uniform: I understand that I will wear my national uniform when conducting business at the Host government facility unless otherwise directed or permitted. I will comply with my Parent Government's service uniform regulations.

(7) Duty Hours: I understand that my duty hours are Monday through Friday from (TIME) to (TIME). Should I require access to my work area during non-duty hours, I am required to request authorization through the Contact Officer who will make the required arrangements for access.

(8) Security:

a. I understand that access to Host Government classified information will be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of a Liaison Officer.

b. All information to which I may have access during my certification will be treated as information provided to my government in confidence and will not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the Host Government.

c. I will immediately report to my contact officer should I obtain or become knowledgeable of Host Government information for which I am not authorized to have access. I further agree that I will report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.

d. If required, I will display a security badge on my outer clothing so that it is clearly visible. The Host Government will supply this badge.

e. I understand that I may take custody of Host Government classified information to perform courier functions when authorized by the Host Participant.

f. While assigned to the Host organization, I will comply with all DoD, Service, and local installation administrative rules and security regulations. I understand that my office is subject to safety inspections.

h. I may not reproduce Classified Information for which I have assumed temporary custody. I am authorized to reproduce controlled unclassified information.

(9) Compliance: I have been briefed on, fully understand, and will comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification.

SECTION III
LIAISON OFFICER
TERMS OF CERTIFICATION

(1) Certification: I am certified to the (U.S. Army or Republic of Korea Army Organization) in support of the following programs/topics/etc.

(2) TRAVEL: I may visit the following locations under the terms of my certification in coordination with my contact officer:

SECTION IV
LIAISON OFFICER
CERTIFICATION OF IN-BRIEFING

I, (NAME OF LIAISON OFFICER), understand and acknowledge that I have been certified as a liaison officer to the (U.S. Army or Republic of Korea Army Organization) as agreed upon by the Republic of Korea Army and the United States Army. My Contact Officer and Alternate Contact Officers are: (NAME OF CONTACT OFFICER AND ALTERNATE CONTACT OFFICER). I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I will comply with the conditions and responsibilities of my certification.

(SIGNATURE OF LIAISON OFFICER)

(TYPED NAME OF LIAISON OFFICER)

(RANK AND/OR TITLE)

(DATE)

(SIGNATURE OF BRIEFER)

(TYPED NAME)

(LOCATION)